

BILL NO. S-96-06-04

SPECIAL ORDINANCE NO. S-

40-96

AN ORDINANCE approving the awarding of I.T.B. #6CFD093-PURCHASE OF BUNKER GEAR by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and MORNING PRIDE for the Fort Wayne Fire Department.

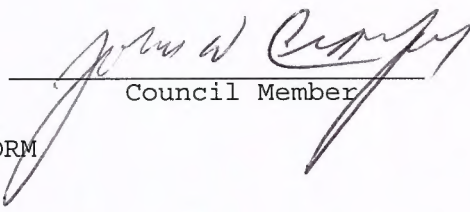
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That I.T.B. #6CFD093-PURCHASE OF BUNKER GEAR between the City of Fort Wayne, by and through its Department of Purchasing and MORNING PRIDE for the City of Fort Wayne Fire Department, respectfully for:

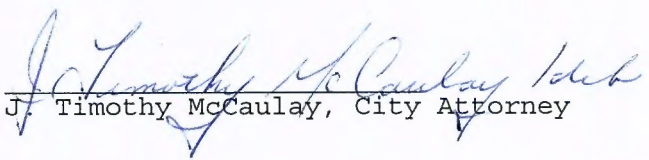
the purchase of bunker gear for the Fort Wayne Fire Department;

involving a total cost of TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY-FOUR AND 62/100 Dollars (\$224,844.62), all as more particularly set forth in said I.T.B. #6CFD093, which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney



Morning Pride Manufacturing, Inc.
PROTECTIVE CLOTHING SYSTEMS

May 10, 1996

Ms. Sharon Parks
Ft. Wayne Fire Department
307 E. Murray St.
Ft. Wayne, IN 46803

SUBJECT: Pricing & Purchase Orders

Dear Ms. Parks,

Confirming our phone conversation, and previous meetings/discussions with the fire department, as the sole source producer of Morning Pride proprietary products we will be accepting purchase orders from the Ft. Wayne Fire Department direct.

All prices will be based on the negotiated discounts from retail for clothing and/or auxillary items as outlined in your quote #11463. Discounts are as follows:

Protective Clothing	less 54.5%	(.455 factor)
Auxillary Items	less 30%	(.70 factor)

A copy of the Protective Clothing spec/cost worksheets is enclosed, as well as another on Auxillary Items.

Thank you for your continued support. Let us know whenever we can be of assistance.

With Regards,
MORNING PRIDE MFG., INC.

ALAN W. SCHIERENBECK
Director Of Marketing

AWS/sk

Correspondence
General Offices
P.O. Box 14616
Dayton, Ohio 45414

Payments
Accounts Receivable
P.O. Box 2641
Dayton, Ohio 45401

Shipping & Receiving
Dayton Commerce Park
#1 Innovation Court
Dayton, Ohio 45414

(513) 454-4925
FAX (513) 264-0075

**First in Safety,
Quality,
Performance
and Innovation**

FORT WAYNE FIRE DEPARTMENT

Quote#11463

Morning Pride Model #12120 BPR Coat
 Short Original Collar
 Detachable Liner
 New York Two Tone Lime Scotchlite Trim
 3" Lime Sewn On Letters - Name Patch
 FIRST INITIAL, LAST NAME
 Shingle Cuffs (Velcro Only)
 Reverse Hooks & Dees Exterior With 1 1/2" Velcro & Snaps Inner Closure
 Dead Air Insulation Panels
 Kevlar Reinforced Elbows
 Kevlar Reinforced Cuffs
 Long Tabbed Nomex Wristlets
 Inspection Port Liner
 Thermal Liner Pocket - Right Side
 Handwarmer Pockets - Moisture Barrier & Thermal Liner Lined
 Velcro Closure Both Pocket Flap Corners
 Radio Pocket - Moisture Barrier Lined - Standard Size -Full Velcro (Location At Time Of Order)
 Large Reverse Hook For PASS Device - Per FWFD Placement
 Use All Black Velcro

COAT COST \$570.55

OPTIONAL:

Memphis Tool Pockets (Delete Handwarmer Pockets)	Deduct	<1.02>
Flashlight Clip (Large Clip - Location At Time Of Order)	Add	.95
Flashlight Mounting Tab (Inside Dimensions - 1.5"H x 3.25"W)	Add	.80
Remote Microphone Tab (Location At Time Of Order)	Add	.40
Shingle Cuffs	Add	5.31

Morning Pride Model #12120 BPR Pants
 Detachable Liner
 3" Two Tone Lime Scotchlite Cuff Trim
 3" Lime Scotchlite Sewn On Numbers - Badge Number Patch - Right Pocket
 Kevlar Reinforced Cushioned Knees
 Two Postman Slide Take Up Straps
 Inspection Port Liner
 Angle Cuffs
 Standard Bellows Pockets - 5 + 3 Kevlar Lined With Full Velcro On Pocket
 Three Velcro Under Flap
 Use All Black Velcro

PANTS COST \$358.56

OPTIONAL:

Kevlar Reinforced Level II Heat Channel Sewn On Knees	Add	1.85
Detachable/Interchangeable Knees	Add	18.63
Boot Access Panels	Add	53.78
Kevlar Reinforced Cuffs (Delete Angle Cuffs)	Add	.28

FT WAYNE AUXILLARY ITEMS

Quote #11463

BOOTS

IBK	(138.55 x .70) =	YOUR COST \$ 96.99 ✓
IBK Lite	(117.77 x .70) =	YOUR COST \$ 82.44

GLOVES

EGG Gloves	(61.49 x .70) =	YOUR COST \$ 43.04
EWG Gloves	(65.62 x .70) =	YOUR COST \$ 45.94
LGG Gloves	(53.42 x .70) =	YOUR COST \$ 37.39
LWG Gloves	(56.89 x .70) =	YOUR COST \$ 39.82 ✓

HOODS

FC-PBI-R Hood	(31.66 x .70) =	YOUR COST \$ 22.16 ✓
VFC-PBI-R Hood	(34.12 x .70) =	YOUR COST \$ 23.88

SUSPENDERS

Dyna Backs	(22.15 x .70) =	YOUR COST \$ 15.51 ✓
Dyna Max	(29.57 x .70) =	YOUR COST \$ 20.70

HELMETS

Ben Franklin I*A	(271.83 x .70) =	YOUR COST \$190.28
Ben Franklin II*A	(222.49 x .70) =	YOUR COST \$155.75 ✓

Helmet includes a standard leather front ONLY

HELMET UPGRADES AT TIME OF ORDER - (Not As Retrofit)

R - Ratchet Suspension	(9.82 x .70) =	YOUR COST + 6.87
RP - Padded Ratchet Suspension	(17.62 x .70) =	YOUR COST + 12.33
DBCS - Double Buckle Chinstrap	(2.55 x .70) =	YOUR COST + 1.79
SE - Brass Screaming Eagle	(12.25 x .70) =	YOUR COST + 8.58
HSTN - Houston Leather Front	(31.71 x .70) =	YOUR COST + 22.20 ✓
SEZ - Substitute EZ Flip For Faceshield (16.86 x .70) =		YOUR COST + 11.80
FEFO2 - Nomex/Flannel Earflaps	(N/C)	YOUR COST N/C
FEF09 - Upgrade Nomex To PBI Earflaps (5.11 x .70) =		YOUR COST + 3.58

FEF11 - Upgrade Flannel to PJ Bntex 16.37 x .70 = Your Cost 4.47



The City of Fort Wayne

Paul Helmke, Mayor

June 6, 1996

Dear Council Member,

During a fire last December it came to the attention of the Fire Department that some of the bunker gear being worn by fire fighters may not be performing properly. A simple water test was performed on the gear some of which failed. The manufacturer was contacted about the problem. As a result of the contact about 22 sets of gear was sent to the manufacturer for testing and evaluation. All of the gear sent to the manufacturer failed the Personal Protective Equipment test performed by the manufacturer. Many of the pieces of gear were disassembled and inspected. The manufacturer reported that most of the gear was worn out and not maintained properly.

During this time period, the Union discovered OSHA regulation 29 CFR 1910.132-.138. This regulation, summarized, states that the employer is responsible to pay for shoes and outer wear subject to contamination by carcinogens or other toxic or hazardous substances which cannot be safely worn off-site. OSHA is on record as identifying fire fighting bunker gear as equipment meeting this requirement.

The department with the manufacturer's assistance performed a department wide inspection of bunker gear and found just about all gear to be defective and in need of repair. Many of the repair estimates are in excess of 50% of the cost to replace the gear. The department is preparing to replace all current bunker coats and pants. Coats and pants that can be repaired at a cost around \$100 will be repaired and placed into a commissary for when assigned gear is damaged. In addition, the department will be required to purchase and maintain in the commissary helmets, boots, gloves, suspenders, PASS devices, and hoods.

Morning Pride has been the manufacturer and provider of the bunker gear to the department since 1986. They are the sole manufacturer of the tails type bunker gear worn by Fort Wayne Fire Fighters. The purchase of coats and pants for this occasion is direct with the manufacturer to obtain a lower cost per unit.

Sincerely,

Steven Hinton
Fire Chief

Read the first time in full and on motion by Henry,
and duly adopted, read the second time by title and referred to the
Committee on Finance (and the City Plan Commission
for recommendation) and Public Hearing to be held after due legal notice, at
the Common Council Council Conference Room 128, City-County Building, Fort
Wayne, Indiana, on _____, 19____, the _____ day of _____
M., E.S.T.

DATED: 6-11-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford,
and duly adopted, placed on its passage. PASSED LOST
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BENDER	✓			
CRAWFORD	✓			
EDMONDS	✓			
HALL	✓			
HAYHURST	✓			
HENRY				✓
LUNSEY	✓			
RAVINE	✓			
SCHMIDT	✓			

DATED: 6-25-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL)

(ZONING)

ORDINANCE

RESOLUTION NO.

S-40-96

on the 25th day of June, 1996

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

DD Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 26th day of June, 1996,
at the hour of 11:30 o'clock PM, E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day of June,
1996, at the hour of 5:00 o'clock P M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

State Of Indiana
City Of Fort Wayne

Second Amendment
to IRM Agreement

SECOND AMENDMENT TO IRM AGREEMENT entered into this _____, 1996 by and between SCT Software & Resource Management Corporation (hereinafter "SCT"), a Delaware corporation, with offices at 4 Country View Road, Malvern, Pennsylvania, 19355 and the CITY OF FORT WAYNE (hereinafter "Client"), with offices at One Main Street, Fort Wayne, Indiana 46802.

W I T N E S S E T H

WHEREAS, SCT and Client entered into an Information Resource Management Agreement (hereinafter the "IRM Agreement") on June 10, 1993, and

WHEREAS, the parties desire to amend their aforesaid IRM agreement again to add certain professional services of one (Full Time Equivalent FTE) of a Systems Programmer position to perform the Systems Administration of the American Management Systems (AMS)/ Local Government Financial Systems (LGFS) Software pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, SCT and Client agree as follows:

Section One: Incorporation by Reference

This SECOND AMENDMENT to IRM Agreement is incorporated by reference into the Parties' IRM Agreement dated June 10, 1993. Soley with respect to the subject matter of this Second Amendment, in the event that there is a conflict between the terms and conditions set forth in this SECOND AMENDMENT and those in the IRM agreement, this SECOND AMENDMENT shall take precedence.

Section Two: Scope of Services

Beginning July 1, 1996 and continuing through December 31, 2003, SCT will provide the client with the services of one (1.0 FTE) SCT Systems Programmer. This SCT employee will be dedicated to the system administration of the financial system (AMS / LGFS) IBM RISC 6000 hardware / AIX system software, assisting the client in software / hardware installation, maintaining system utilities, system macros, control modules, support for additional layered products, system security, network administration, performance monitoring, capacity planning and coordination of problem determination and resolution.

Such services will be in addition to, and not in lieu of, any similar services that SCT may be providing to Client under the IRM Agreement or under any other contracts between the parties or their respective affiliates.

Section Three: Compensation

Client shall pay SCT a total fee of \$410,625 for the Systems Programmer services relating to the Client's AMS / LGFS financial system as described in Section Two above, which has been incorporated into the revised payment schedule included as Exhibit B.

Section Four: Integration Provision

This SECOND AMENDMENT to IRM Agreement shall be governed by the laws of the State of Indiana. The aforesaid IRM Agreement (together with the SECOND AMENDMENT as incorporated by reference) constitutes the entire understanding of the parties as regards to the subject matter hereof and supersedes any and all prior and/or contemporaneous oral and/or written communication between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto as of the date first written.

SCT SOFTWARE & RESOURCE
MANAGEMENT CORPORATION

CITY OF FORT WAYNE, INDIANA

Charles Faron
Vice President
Technology
Management Division

Paul Helmke
Mayor

Date _____

Date _____

Exhibit B
Revised - Amendment #2
Payment Schedule

	1993/1994 *	1994/1995 **	1995/1996 **	1996/1997 **	1997/1998 **	1998/1999 **	1999/2000 **	2000/2001 **	2001/2002 **	2002/2003 **	2003/2004 **	Total
September	\$56,330	\$56,330	\$59,038	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$658,548
October	\$56,330	\$56,330	\$59,038	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$658,548
November	\$56,330	\$59,038	\$59,038	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$661,256
December	\$56,330	\$59,038	\$59,038	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$59,912	\$661,226
January	\$56,330	\$59,038	\$59,038	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$0	\$601,315
February	\$56,330	\$59,038	\$59,038	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$0	\$601,315
March	\$56,330	\$59,038	\$59,038	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$0	\$601,315
April	\$56,330	\$59,038	\$59,038	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$0	\$601,315
May	\$56,330	\$59,038	\$59,038	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$0	\$601,315
June	\$56,330	\$59,038	\$59,038	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$0	\$601,315
July	\$56,330	\$59,038	\$63,601	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$0	\$605,877
August	\$56,330	\$59,038	\$63,601	\$63,601	\$63,601	\$59,942	\$59,942	\$59,942	\$59,942	\$59,942	\$0	\$605,877
Total	\$675,960	\$703,040	\$717,581	\$763,206	\$763,206	\$719,298	\$719,298	\$719,298	\$719,298	\$719,298	\$239,736	\$7,459,219

* Cost of living adjustment increase not applicable until September 1, 1994

** The amounts included in the above table for these years do not include any cost of living adjustments. These amounts shall be increased for such cost of living adjustments for each year in accordance with the provisions of Section 16 of this agreement.

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of 6CFD093 for the purchase of bunker gear for the Fort Wayne Fire Department.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Bunker gear is need for firefighters. See attached letter to Council.

IF REPLACEMENT, WHAT NECESSITATES: OSHA requirement.

EFFECT OF NON-PASSAGE: Firefighters will be wearing unsafe gear.

MONIES INVOLVED: Morning Pride \$224,844.62

PRICE AGREEMENT: Yes PURCHASE ORDER:

SOURCE OF FUNDING: Fire Department 011-015-1510-429C

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

TOTAL DOLLARS SPENT AS OF 6/7/96: \$30,660.63
TOTAL DOLLARS SPENT IN 1996: \$55,499.80
(bunker clothing & combat equipment were bid for 94/95)

BILL NO. S-96-06-04

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~XXXXXXXXXX~~) approving the awarding of
I.T.B. #6CFD093 - PURCHASE OF BUNKER GEAR by the City of Fort Wayne,
Indiana, by and through its Department of Purchasing and MORNING
PRIDE for the Fort Wayne Fire Department

HAVE HAD SAID (ORDINANCE) (~~XXXXXXXXXX~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~XXXXXXXXXX~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

John N. Crawford

Martin A. B...

Thomas Henry

Clara...

Richard Hall

...

...

Clatus R Edmonds

DATED: 6-25-96

Sandra E. Kennedy
City Clerk